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05-00

THIS DOES NOT
CIRCULATE

AGREEMENT

BETWEEN

CAPE MAY COUNTY WELFARE BOARD

AND

UNITED INDEPENDENT UNION, LOCAL #5

(Clerical and Technical Unit)

Institute of
Management

AUG 0 1985
RUTGERS UNIVERSITY

July 1985 Term 3, 1985

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PREAMBLE

This Agreement entered into this _____ day of _____, 1984
by and between the CAPE MAY COUNTY WELFARE BOARD, in the State of New Jersey,
hereinafter call the WELFARE BOARD, and UNITED INDEPENDENT UNION, LOCAL #5,
hereinafter called the UNION represents the complete and final understanding on
all bargainable issues between the WELFARE BOARD and the UNION.

ARTICLE I

RECOGNITION

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated May 17, 1984 (Docket No. 84-84), the Welfare Board recognizes the Union as the exclusive Collective Negotiating Agent for all Employees covered in the aforementioned Certification and more specifically by Job Titles as listed in Schedule I excluding all supervisors within the meaning of the Act, managerial executives, confidential employees, and police.

ARTICLE II
MANAGEMENT RIGHTS

A. The Welfare Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the Executive Management and Administrative control of the Welfare Board and its properties and facilities and the activities of its employees.
2. To hire all employees and subject them to the Provisions of the Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Welfare Board, adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with, shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Welfare Board of its rights, powers, authority, duties, and responsibilities under R.S. 44 and R.S. 11 or any other National, State, County or Local Laws or Ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual Grievance"; or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

The term "grievance" shall not include any disciplinary matters. All disciplinary matters will be handled under the present provisions of Civil Service and in accordance with the rules and regulations of Civil Service and will not be processed under the grievance procedure herein.

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step I

- a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward.
- b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the Complaint.

Step 3

- a. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been

Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

b. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 4

a. Any unresolved contract grievance as defined in "B 1 Definitions" above may be appealed to arbitration.

b. Where the grievance involves an alleged violation of individual employment rights specified in Civil Service Law and/or Rules or Regulations for which a specific appeal to Civil Service is available or where the dispute involves the discipline of an employee the individual shall present his complaint to Civil Service directly in accordance with its rules. The employee shall pursue the Civil Service remedy and shall have no rights to grieve any disciplinary action under the grievance procedure provided herein.

c. An Arbitrator shall be selected pursuant to the rules of the Public Employees Relations Commission. The arbitrator shall be bound by the parameters of the grievance definition stated above in this Agreement.

d. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

e. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

f. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

g. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

h. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

i. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

j. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE IV

SENIORITY

Seniority, which is defined as continuous employment with the Welfare Board from the date of last hire, will be given due consideration by the Welfare Board in accordance with Civil Service Regulations.

In considering Employees for promotion to Job Classifications having a higher rate of pay, the Welfare Board will consider experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service Examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

ARTICLE V

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Welfare Board facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Welfare Board facilities or premises, it will request such permission from the appropriate Welfare Board representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Welfare Board or normal duties of Employees.

B. The Welfare Board Employees shall elect a Steward and an Alternate or Assistant Steward and shall furnish the Welfare Board with the names of Said Steward and Alternate. The Steward or Assistant Steward shall represent the Union in the settlement of Grievances with the Welfare Board.

C. Grievances may be filed with the appropriate Shop Steward during working hours.

D. The Union shall notify the Welfare Board, in writing, as to the names of the shop steward and alternate and any changes as they occur. Upon written notification to the Welfare Board, the shop steward or alternate may be given leave with pay to attend Union seminars, educational functions or conventions, not to exceed a combined total of six (6) days in any one (1) year in each of the three (3) year periods of this contract as measured from July 1 of each year to June 30 of the next succeeding year.

ARTICLE VI

HOURS AND OVERTIME

A. HOURS. Normal hours of work for all employees are not to exceed thirty-five (35) hours a week. Thirty (30) minutes each day shall be allowed for lunch. The parties acknowledge that the Welfare Board may schedule the work hours for employees hereunder so that the Welfare Board offices are open from 8:30 a.m. to 4:30 p.m. each day. The Welfare Board shall have the discretion in selecting and assigning employee starting and quitting times so that adequate coverage of Welfare Board functions is assumed.

B. OVERTIME.

(1) All hours worked by an employee in excess of the normal thirty-five (35) hour week shall constitute overtime.

(2) Upon notice, employees shall be required to perform compulsory overtime for which they will receive cash payment at time and one-half or at the employee's election, compensatory time off on a straight time hour-for-hour basis.

(3) Upon request by an employee, the Welfare Director or his designee may permit an employee to work voluntary overtime. In such event, for these voluntary overtime hours, the employee shall receive compensatory time off on a straight time hour-for-hour basis.

(4) No overtime shall be worked by an employee unless specifically directed or authorized by the Welfare Director or his designee.

ARTICLE VII

HOLIDAYS

A. The following Holidays shall be recognized:

1. New Years Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. General Election Day
12. Thanksgiving Day
13. Christmas Day

B. In order to be eligible for holiday pay an employee must work the last work day prior to the holiday and the first work day following the holiday unless the employee has received the prior approval of the Welfare Board to be absent on either such day.

C. In the event an employee is requested to work on the recognized Holidays as noted in this Article, he shall be paid at the rate of time and one-half for such hours that are worked on the Holiday in addition to his regular Holiday pay. Holiday pay is the rate for which a person works during his normal course of duties.

D. In addition to the aforementioned Holidays, the Board will grant a Holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a Holiday by Proclamation or when the Board of Chosen Freeholders of Cape May County declares a non-working day for all County Employees.

E. Those Holidays that fall on Saturday shall be celebrated on the preceeding Friday. Those Holidays that fall on Sunday shall be celebrated on the following Monday.

ARTICLE VIII
ADMINISTRATIVE DAYS

Full time employees shall receive three (3) Administrative Days Leave with pay per calender year under the following comditions:

1. Newly hired employees will accumulate Administrative Time at the rate of 1/4 of one day per month during the first calendar year of employment.
2. Administrative Leave must be used within the calendar year and is not accumulative from one year to the next.
3. Requests for administrative leave may be granted by the employer upon three (3) days prior written notice of the employee, which request shall be in the form of a letter to the employee's immediate supervisor. Said request shall be granted at the discretion of the supervisor so long as employee's absence can be permitted without interfering with the proper conduct of the Welfare Board. In the event emergency circumstances arise, the three (3) day notice provision may be waived by the Welfare Board.

ARTICLE IX

VACATIONS

A. Full-time employees may be granted vacation leave as follows:

One (1) working day for each month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service fifteen (15) working days per year.

After twelve years of service through twenty years of service, twenty (20) working days per year.

After twenty years of service, twenty-five (25) working days per year.

Service includes all temporary continuous service immediately prior to permanent appointment with the Welfare Board or other county office provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains it with anticipation that his/her employment will be continuous throughout the calendar year.

B. Part-time - employees will earn vacation leave on a prorated basis in accordance with the regulations.

C. Employees resigning or retiring - shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

D. Accumulation of Vacation - Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

E. Vacation for Veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

F. Deceased Employees - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in (D) above, based on the last approved compensation rate for the deceased employee.

G. All vacations shall be granted, so far as practicable, in accordance with the desires of the employee. Employees shall submit vacation requests prior to May 1st of each year or if said vacation shall be taken prior to May 1st, then at least 30 days prior to the commencement of the proposed vacation. The Welfare Board shall determine and approve the dates and times of vacation to be taken by the employees and shall determine how many employees hereunder can be off at the same time.

H. The amount of vacation days as set forth above shall be credited in advance at the beginning of each year, before such days are earned, in anticipation of the employee's continued employment for the full year.

The amount of vacation days as set forth above is earned by the employee on a monthly pro rata basis. In the event the employee's employment with the Welfare Board should terminate before the end of the year and more vacation days have been used by the employee than have been earned on a pro rated basis, the per diem rate of pay for each of the excess days shall be deducted from the employee's final pay.

ARTICLE X

HOSPITALIZATION AND INSURANCE

A. The Welfare Board shall continue to provide enrollment in The Group Insurance Programs contracted for by the Cape May County Board of Chosen Freeholders for all permanent or provisional employees and their dependents. New employees will be eligible for enrollment after the employee has been on the payroll for 2 continuous months.

B. The Welfare Board shall pay the full cost of the premiums.

C. In the event an employee during the course of his/her employment comes into contact with a person or persons who have a contagious disease, then the Welfare Board will provide such periodic medical examinations as may be determined by the Welfare Board's designated doctor to be necessary to monitor and care for the employee.

ARTICLE XI

SICK LEAVE

DEFINITION: Sick Leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of one month following date of confinement), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. A physician's certificate shall be required where duration of illness is five (5) consecutive working days or more for a single period.

1. Employees will accumulate sick leave privilege on the basis of (1) day per month of service or major fraction thereof during the remainder of the first year of employment and fifteen (15) days annually thereafter. Employees may be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for the reasons defined above and in accordance with established welfare board and/or established county policy. Employees resigning or terminating their services with the county welfare board shall be permitted to use only that sick leave for the reasons defined above which as been earned and accumulated up to the date of termination on a prorated basis. The unused portion of sick leave will be accumulated without limit.

2. Part-time Employee

Part-time employees shall receive sick leave on a prorated basis subject to the provisions of the regulations.

3. During the life of this Agreement:

a. All employees who retire from the Public Employee's Retirement System on July 1, 1980 and thereafter shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed twelve thousand dollars (\$12,000.00)

- b. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment.
- c. Those employees who have a break in service (excluding layoffs) on or after July 1, 1980 shall be entitled to apply for lump sum purposes only the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

ARTICLE XII

BEREAVEMENT LEAVE

Employees shall be granted special bereavement leave with pay in the event of the death in the employee's immediate family as follows:

- (a) Three (3) days per death in the case of the death of a spouse, child, mother or father.
- (b) Three (3) days per calendar year in the case of the death of a grandchild, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, grandmother, grandfather, grandmother-in-law, or grandfather-in-law.
- (c) If additional days are required for bereavement purposes, the employee may charge such additional days in excess of those provided in paragraphs (a) and (b) above to sick leave.
- (d) Bereavement leave is for the purposes of attending the funeral of the decedent and/or making the funeral arrangements relating thereto.

ARTICLE XIII

RULING NO. 11

Insofar as it is applicable, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare, in its present or amended form, should be continued during the life of this Agreement.

ARTICLE XIV
SALARIES AND COMPENSATION

A. Effective July 1, 1984, the compensation guide in effect on June 30, 1984 shall be increased by two (2%) percent. This new July 1, 1984 Compensation Guide appears as Appendix "A" attached hereto.

B. Effective January 1, 1985, all employees of the Cape May County Welfare Board covered by this contract shall have their salaries adjusted by being raised one range upward. Each employee shall remain in the same step in the new range as they were previously in the lower range. Movement is step to step. During the calendar year 1985, no employee shall receive an anniversary date movement. All employees shall remain in the same step of the compensation guide for the full year except as provided in subsection (d) below:

C. On January 1, 1985, all employees who are at the maximum step of their range shall receive a lump sum payment of \$250.00. This sum is not added to base salary.

D. Effective July 1, 1985, employees who were compensated at ranges 4, 5, and 6 on July 1, 1984, shall move one additional step across in their new range.

E. Effective January 1, 1986, the compensation guide in effect on December 31, 1985 shall be increased by two (2%) percent. This new January 1, 1986 Compensation Guide appears as Appendix "B" attached hereto.

F. During calendar year 1986, each employee shall receive an anniversary date increase by movement of one step upon the employee's anniversary date of employment as determined in accordance with past practice at the Welfare Board.

G. On January 1, 1986, all employees who are at the maximum step of their range and who would not receive an anniversary date step movement during 1986, shall receive a lump sum payment of \$250. This sum is not added to base salary.

H. Effective January 1, 1986, employees who were compensated at ranges 4, 5 and 6 on July 1, 1984, shall move one additional step across in their new range.

I. During calendar year 1987 until the termination date of this contract, to wit: June 30, 1987, each employee shall receive an anniversary date increase by movement of one step upon the employee's anniversary date of employment as determined in accordance with past practice at the Welfare Board.

J. On January 1, 1987, all employees who are at the maximum step of their range and who would not receive an anniversary date step movement during 1987, shall receive a lump sum payment of \$250. This sum is not added to base salary.

ARTICLE XV

LONGEVITY PLAN

A. For all employees employed at the signing of this contract the following Longevity Plan shall be continued, based upon Employees' length of continuous and uninterrupted service with the Cape May County Welfare Board. This Plan will operate in conjunction with the quarterly annual increment system:

A.	5 Years of Service	2%
B.	10 "	4%
C.	15 "	6%
D.	20 "	8%
E.	25 "	10%
F.	30 "	12%
G.	35 "	14%
H.	40 "	16%

Longevity Pay based upon Employees current base Salary.

B. For all employees employed after the signing of this contract, no longevity plan shall be provided.

ARTICLE XVI
UNIFORM ALLOWANCE AND EQUIPMENT

A. Uniform Allowance. The Welfare Board agrees to pay those employees in the title Building Service Worker the sum of \$75.00 in April and \$75.00 in November of each year for the purpose of the employee purchasing and wearing suitable uniforms to work. To be eligible for such payments, this employee must, in fact, be attired in the uniform while working.

B. Equipment. - Insofar as it is practicable and economically feasible, the Board will attempt to acquire vehicles with light color seat covers and with air conditioning so long as such vehicles are available for purchase under the State contract purchase plan. This applies to all new vehicles purchased after the execution of the agreement.

ARTICLE XVII

BULLETIN BOARDS

Bulletin Boards shall be made available by the Welfare Board. These Bulletin Boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Welfare Director or his representative may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE XVIII

WORK RULE

A. The Welfare Boards may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

B. The parties agree that the Welfare Board has the right to install time clocks. In the event the Welfare Board decides to install time clocks, the Welfare Board agrees to notify the Union prior to the installation of the time clocks and will meet with the Union committee to discuss their implementation.

ARTICLE XIX

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the lifetime of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Welfare Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Welfare Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Welfare Board.

D. Nothing contained herein shall be construed to limit or restrict the Welfare Board in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XX

NON-DISCRIMINATION

A. There shall be no discrimination by the Welfare Board or the Union against an employee on account of race, color, creed, sex, age, or national origin, and any other category as indicated by Civil Service Rules and Regulations.

B. There shall be no discrimination, interference, restraint, or coercion by the Welfare Board or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

C. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered by this Agreement who are not members of the Union.

ARTICLE XXI
DEDUCTIONS FROM SALARIES

PART A: CHECKOFF

Section 1. The Welfare Board agrees to deduct Union membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted shall be certified to the Welfare Board by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Treasurer of the Union, together with a list of all employees for whom deductions were made.

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to the Union and a copy to the Welfare Board, and in accordance with the provisions of N.J.S.A. 52:14-15. 9e; as may be amended. Such revocation shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

Section 3. The Union shall indemnify, defend, and save the Welfare Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by notice of the Union to the Welfare Board or in reliance upon the notification of the Union.

PART B: AGENCY SHOP

Section 1. The Welfare Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.

Section 2. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

Section 3. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

Section 4. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union as provided for by law. This appeal procedure shall in no way involve the Welfare Board or require the Welfare Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 5. The Union shall indemnify, defend, and save the Welfare Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Welfare Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Welfare Board or in reliance upon the notification of the Union.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a jury or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties acknowledge that this agreement represents and incorporates all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the Welfare Board's administrative procedures, practices in force and past practices incorporated in this agreement. Unless otherwise provided in this agreement no prior administrative procedures, practice or past practices shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this agreement.

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1984 and shall remain in effect to and including June 30, 1987.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, pursuant to N.J.A.S. 19:12-2.1.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rio Grande, New Jersey this 17 day of July, 1984, 1984.

THE CAPE MAY COUNTY WELFARE BOARD

BY:

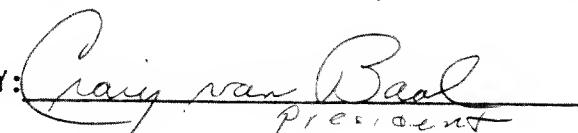
F. William Cole, Jr., Chairman

ATTEST:



UNITED INDEPENDENT UNION, LOCAL #5

BY:


President

ATTEST:


J. J. Tuso

CAPE MAY COUNTY WELFARE BOARD

Social Service Building
Box 222
Rio Grande, New Jersey 08242

BOARD MEMBERS

F WM COLE, JR., *Chairman*
DOROTHY WALKER, *Vice-Chairman*
DOLDA McCALIN, *Sec.-Treas.*
GLADYS SPAULDING, *Citizen Member*
NINA SENLICK, *Citizen Member*
JAMES KILPATRICK, *Freeholder Member*

JOEL A. MOTT, III
County Adjuster

Phone (609) 729 9200

GERALD THORNTON
Freeholder

R. I. SCHELLINGER
Director

STEWART F. KAY
Solicitor

SCHEDULE 1

SALARY RANGES

<u>TITLES</u>	<u>RANGE NO.</u>	<u>SALARY</u>
Building Service Worker	4	\$8374.22 to 11301.41
Social Service Aide		
Clerk Bookkeeper		
Income Maintenance Aide		
Account Clerk Typist		
Clerk Typist	5	\$8792.39 to \$11869.59
Telephone Operator	6	\$9231.99 to \$12470.19
Sr. Clerk Bookkeeper		
Sr. Clerk Typist		
Sr. Receptionist Typing		
Sr. Account Clerk Typing		
	8	\$10180.18 to \$13750.67
Data Processing Coordinator	9	\$10690.25 to 14432.45
Social Service Technician		
Bilingual		
Social Service Technician	11	\$11785.49 to \$15902.82
Principal Account Clerk		
Principal Account Clerk, Typing	12	\$12373.68 to \$16694.78
Sr. Maintenance Repairer		
Accounting Assistant		
Income Maintenance Technician	13	\$12990.98 to \$17537.20
Graduate Nurse	17	\$15789.53 to \$21322.26
Social Worker	18	\$16579.92 to 22380.75
Income Maintenance Specialist	19	\$17408.61 to \$23498.96

This Schedule is an Addition to the Union Contract adopted by the General Membership on October 17, 1984.

This Schedule is dated the Jan. 10 day of January, 1985.

THE CAPE MAY COUNTY WELFARE BOARD

By: F.Wm.Cole,Jr., Chairman

ATTEST:

Ralph Schellinger

UNITED INDEPENDENT UNION, LOCAL #5

By: Craig van Bavel

ATTEST:

Third Trial

TUNING

CURRENT EMISSIONS OF JANUARY, 1, 1984

Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
409.97	8,619.99	9,029.56	9,439.93	9,849.90	10,258	10,667.84	11,079.81	
430.93	9,0930.97	9,481.95	9,912.93	10,343.91	10,747	11,159.87	11,636.85	
453.54	9,504.50	9,958.03	10,411.56	10,865.09	11,323	11,732.13	12,225.46	
476.07	9,980.57	10,456.64	10,932.71	11,408.78	11,816	12,216.92	12,836.94	
500.07	10,480.64	10,980.71	11,480.78	11,900.85	12,344	12,786.94	13,481.04	
524.11	10,980.64	11,0004.75	11,528.86	12,052.97	12,577.08	13,121	13,626.30	14,149.42
549.65	11,554.40	12,104.05	12,653.70	13,203.35	13,753	14,267.65	14,852.30	
575.66	11,954.46	12,131.06	12,707.72	13,264.38	13,861.04	14,437	15,014.36	15,591.02
605.16	12,131.06	12,736.25	13,341.44	13,946.63	14,551.82	15,157	15,776.20	16,367.39
636.73	12,736.25	13,372.98	14,009.71	14,646.44	15,283.17	15,916	16,526.33	17,193.36
668.28	13,372.98	14,641.26	14,709.54	15,377.82	16,046.10	16,714.36	17,382.66	18,050.94
701.31	14,041.24	14,742.57	15,443.88	16,145.19	16,846.50	17,547.81	18,259.12	18,950.43
737.36	14,742.57	15,479.93	16,217.29	16,954.65	17,692.01	18,429.37	19,152.73	19,904.09
774.89	15,479.93	16,254.82	17,029.71	17,804.60	18,579.49	19,354.38	20,129.27	20,904.16
812.44	16,254.82	17,067.26	17,879.72	18,692.14	19,504.58	20,316	21,119.46	21,941.90
852.99	17,067.26	17,920.25	18,773.24	19,626.23	20,479.22	21,336	22,196.49	23,038.14
896.54	17,920.25	18,816.79	19,713.33	20,609.87	21,506.41	22,426	23,246.49	24,196.03

for All Union Covered Employees

RETRO TO 7-1-84

1966-1970
1971-1975
1976-1980
1981-1985
1986-1990
1991-1995
1996-1999
2000-2004
2005-2009
2010-2014
2015-2019
2020-2024

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This Schedule represents a 2.00% increase over schedule #67.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
439.60	8,782.59	9,231.99	9,671.59	10,111.19	10,550.79	10,964	11,420.99	11,864.59
462.60	9,231.99	9,674.59	10,157.19	10,619.79	11,082.39	11,541	12,065.77	12,603.13
485.59	9,674.59	10,180.18	10,665.77	11,151.36	11,636.95	12,12	12,665.77	13,093.72
510.07	10,180.18	10,690.25	11,200.32	11,710.39	12,220.46	12,73	13,240.60	13,750.67
534.60	10,690.25	11,224.85	11,759.45	12,294.05	12,828.65	13,34	14,020	14,568.69
560.64	11,224.85	11,785.49	12,346.13	12,906.77	13,467.41	14,02	14,588.82	15,149.38
588.15	11,785.49	12,373.68	12,961.87	13,550.66	14,139.25	14,74	15,339.36	16,003.74
617.30	12,373.68	12,990.98	13,608.28	14,225.59	14,842.88	15,46	16,269.90	17,183.41
649.46	12,990.98	13,640.44	14,322.09	15,003.74	15,685.39	16,367.04	17,045.66	18,541.64
681.65	13,640.44	14,322.09	15,003.74	15,685.39	16,367.04	17,045.66	17,793.92	18,370.31
715.33	14,322.09	15,003.74	15,685.39	16,367.04	17,045.66	17,793.92	18,370.31	19,065.99
752.11	15,003.74	15,685.39	16,367.04	17,045.66	17,793.92	18,370.31	19,065.99	19,894.68
780.34	15,685.39	16,367.04	17,045.66	17,793.92	18,370.31	19,065.99	19,894.68	20,187.60
828.49	16,367.04	17,045.66	17,793.92	18,370.31	19,065.99	19,894.68	20,187.60	21,022.07
870.65	17,045.66	17,793.92	18,370.31	19,065.99	19,894.68	20,187.60	21,022.07	21,426.54
914.77	17,793.92	18,370.31	19,065.99	19,894.68	20,187.60	21,022.07	21,426.54	22,388.75
956.89	18,370.31	19,065.99	19,894.68	20,187.60	21,022.07	21,426.54	22,388.75	23,498.46

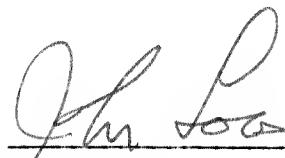
W.E.C. H.E. D.W.L. E. 1986 /
This Schedule represents a

Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
448.39	8,968.24	9,416.63	9,865.02	10,313.41	10,761.80	11,210	11,658.58	12,106.97
471.85	9,416.63	9,888.48	10,360.33	10,832.18	11,304.03	11,775	12,242.73	12,719.58
495.30	9,888.48	10,383.78	10,879.08	11,374.38	11,869.68	12,354	12,860.28	13,355.58
520.28	10,383.78	10,904.06	11,424.34	11,944.62	12,464.90	12,985	13,505.46	14,025.74
545.29	10,904.06	11,449.35	11,974.64	12,539.93	13,085.22	13,638	14,175.80	14,721.09
571.85	11,449.35	12,021.20	12,593.05	13,164.90	13,736.75	14,308	14,880.45	15,452.38
599.95	12,021.20	12,621.15	13,221.10	13,821.05	14,421.00	15,020	15,620.40	16,220.85
629.65	12,621.15	13,250.80	13,850.45	14,510.10	15,139.75	15,749	16,394.05	17,029.70
662.45	13,250.80	13,913.25	14,575.70	15,238.15	15,900.40	16,583	17,229.50	17,887.95
695.28	13,913.25	14,608.53	15,303.81	15,999.09	16,694.37	17,389	18,084.93	18,730.24
729.64	14,608.53	15,338.17	16,067.81	16,797.45	17,527.09	18,256	18,986.37	19,716.01
767.15	15,338.17	16,105.32	16,872.47	17,619.62	18,406.77	19,173	19,941.07	20,706.22
806.29	16,105.32	16,911.52	17,717.72	18,523.92	19,330.12	20,136	20,942.52	21,748.72
845.26	16,911.52	17,756.78	18,602.04	19,447.30	20,292.56	21,137	21,983.98	22,828.34
887.45	17,756.78	18,644.23	19,531.68	20,419.13	21,306.58	22,194	23,081.48	23,958.95
932.76	18,644.23	19,576.99	20,309.79	21,442.51	22,375.27	23,308.61	24,240.79	25,173.38

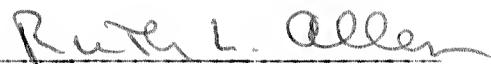
COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

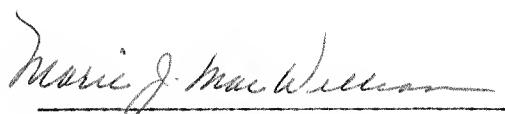
ATTEST:



John Loos
C.W.A., AFL-CIO Representative



Ruth Allen
Union President, Local #1066S
Non-Medical Supervisors



Marie J. MacWilliam
Clerk of the Board



Stephen J. Capestro, Director
Board of Chosen Freeholders